

Request for Proposals

**TO PROVIDE CONTRACTUAL TRAVEL SERVICES
FOR STATE OF MARYLAND EMPLOYEES**

DBM 2001-1 Travel



Department of Budget and Management

**Office of Policy Analysis
Travel Management Office**

Issue Date: April 11, 2000

NOTICE

Prospective offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that the amendments to the RFP or other communications can be sent to them.

Minority Business Enterprises are encouraged to respond to this Solicitation

STATE OF MARYLAND
NOTICE TO VENDORS/CONTRACTORS

In order to help us improve the quality of State bid and proposal solicitations, and make our procurement process more responsive and "business friendly," we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid, proposal, or "no bid," as the case may be. Thank you for your assistance.

Bid/Proposal Number: _____ entitled: Contractual Travel Services Procurement_

1. If you have responded with a "no bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the bid/proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- ☐ Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other:

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date _____

Contact Person: _____ Phone (_____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request for Proposals

Contractual Travel Services

DBM 2001-1 Travel

RFP Issue Date: April 11, 2000

RFP Issuing Office: Department of Budget and Management

Procurement Officer: Jane Bailey
Office Phone: 410-260-7678
Fax Phone: 410-974-3274
email: jbailey@dbm.state.md.us

Proposal(s) are to be sent to: Jane Bailey
Department of Budget and Management
Division of Policy Analysis
45 Calvert Street – Room 137
Annapolis, Maryland 21401

Pre-Proposal Conference: April 25, 2000 at 2:00 pm
Briefing Center – 1st Floor
45 Calvert Street
Annapolis, Maryland 21401

Closing Date and Time: May 8, 2000, 12:00 pm

NOTE

This RFP is available on the Internet at <http://www.dbm.state.md.us> or diskette in MS Word. Potential Offerors wishing to receive this information on diskette may submit a written request along with a blank formatted 3-1/2" IBM compatible diskette to the Issuing Office. Information supplied on diskette or obtained via the Internet is for convenience only. For copies of the written document, contact the Issuing Office.

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SECTION 1 - GENERAL INFORMATION

1.1 SUMMARY STATEMENT

The Department of Budget and Management is soliciting proposals to acquire the services of one (1) contractor to provide travel services for State agencies. The contract for these services will be for a period of two (2) years beginning with the written notice to proceed by the Issuing Office, with two (2) one (1) year options.

The contract made pursuant to this Request for Proposal (RFP) applies to departments and agencies of the Executive Branch of the State of Maryland, with the exception of the University of Maryland System. Use of the contract is mandatory for State travel; however, where emergencies or unusual operating conditions arise, or for conference travel when special rates can be obtained only from the organizer, State agencies may make alternative arrangements as appropriate under the circumstances.

The contract is scheduled to be awarded during June, 2000. The winning vendor will be expected to provide services beginning in early July, 2000.

1.2 ISSUING OFFICE

The sole point of contact in the State for purposes of this RFP is the Procurement Officer at the Issuing Office address listed below:

Jane Bailey, Procurement Officer
Department of Budget and Management
Division of Policy Analysis
Travel Management Office
45 Calvert Street – Room 137
Annapolis, Maryland 21401
Telephone #: 410-260-7678
Fax #: 410-974-3274

1.3 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on April 25, 2000 beginning at 2:00p.m. at 45 Calvert Street, Annapolis, Maryland in the first floor Briefing Center. Attendance at the Pre-Proposal Conference is not mandatory but all interested offerors are encouraged to attend. In addition, attendance may facilitate the offeror=s ability to meet MBE goals.

All questions, either verbal or written, should be submitted in a timely manner. In the case of questions not received in a timely manner, the Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions which have not previously been answered will be distributed to all vendors who are known to have received the RFP.

1.4 CLOSING DATE

An original and 5 copies of each proposal must arrive at the Issuing Office by May 8 , 2000, no later than 3:00 p.m. local time, in order to be considered. Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient time to ensure timely receipt at the Issuing Office. Except as provided in COMAR 21.05.02.10, proposals or unsolicited amendments to proposals arriving after the closing time and date will not be considered. Proposals delivered by facsimile will not be considered.

1.5 DURATION OF OFFER

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date. This period may be extended at the Procurement Officer's request only by an offeror's written agreement.

1.6 REVISIONS TO RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective offerors that were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Acknowledgement of the receipt of all amendments to the RFP must accompany the offeror=s proposal. Failure to acknowledge receipt does not relieve the offeror from complying with all terms of any such amendment.

1.7 CANCELLATIONS; DISCUSSIONS

The State reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

1.8 ORAL PRESENTATION

Offerors may be required to make individual presentations to State representatives in order to clarify their proposals. Any statement made by an offeror during an oral presentation that significantly alters its proposal must be reduced to writing. Any such written submission becomes part of the offeror's proposal.

1.9 INCURRED EXPENSES

The State will not be responsible for any costs incurred by an offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

1.10 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's proposal to meet the requirements of this RFP.

1.11 DISPUTES

Any disputes relative to this solicitation shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.12 MULTIPLE OR ALTERNATIVE PROPOSALS

An offeror may not submit more than one proposal. Multiple or alternative proposals will not be accepted.

1.13 ACCESS TO PUBLIC RECORDS ACT NOTICE

An offeror should identify those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer will be required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01).

1.14 OFFEROR RESPONSIBILITIES

The State will enter into contractual agreement only with the selected offeror. The selected offeror shall be responsible for all products and services required by this RFP. Except as noted below, subcontractors, if any, must be identified and a complete description of their role relative to the proposal must be included in the proposal. Subcontractors retained for the purpose of meeting the established MBE participation goal for this solicitation must be identified as provided in Attachment D of this RFP.

1.15 MANDATORY CONTRACTUAL TERMS

By submitting an offer in response to this RFP, an offeror, if selected for award, agrees to the terms of this RFP and the provisions in Attachment A. Any exceptions to this RFP or the Contract must be clearly identified in the technical proposal. A proposal that takes exception to these terms may be rejected.

1.16 BID/PROPOSAL AFFIDAVIT

All proposals submitted by an offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

1.17 CONTRACT AFFIDAVIT

All offerors are advised that if a contract is awarded as a result of this solicitation, the successful offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit need not be submitted with an offeror's proposal but must be provided upon notice of contract award.

1.18 MINORITY BUSINESS ENTERPRISES

A minority business enterprise participation goal of 10% has been established for Contracts resulting from this RFP. MBE participation in work performed under this contract will be monitored by the State. See Attachment D for details.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is (410) 865-1244.

The directory is also available at <http://www.mdot.state.md.us> and select the MBE Program label. The most current and up-to-date information on MBE's is available on this web site.

1.19 ARREARAGES

By submitting a response to this solicitation, the offeror represents that it is not in arrears in the payment of any obligations due to the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of this contract if selected for the contract award.

1.20 SITE SURVEY

A site survey for inspection and verification of RFP requirements and proposal commitments may be accomplished at the discretion of the Selection Committee/Procurement Officer.

1.21 PROCUREMENT METHOD

This contract will be awarded in accordance with the competitive sealed proposal process under Maryland Code of Regulations (COMAR) 21.05.03.

1.22 CONTRACT DURATION

The contract resulting from this RFP shall be for the period beginning on or about July 1, 2000 and ending on or about June 30, 2002. The State, at its sole option, shall have the right to extend the contract term for two additional, successive one-year terms.

1.23 CONTRACT TYPE

The contract shall be a fixed priced, indefinite quantity contract as defined in COMAR 21.06.03.

1.24 RECIPROCAL PREFERENCE

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, according to COMAR 21.05.01.04, the Department may apply, where applicable, the same preference against an out-of-State business that the business's home state would apply against a vendor whose principal office or base of business is located in Maryland.

SECTION 2 - DESCRIPTION OF REQUIRED SERVICES AND DELIVERABLES

2.1 BACKGROUND

The objective of this program is to establish a convenient, services oriented corporate travel mechanism that provides efficient and economical travel services to State employees traveling on official business.

2.2 SCOPE OF SERVICES

Our State's travel program includes the following components: a State Travel Management Office located in the Department of Budget & Management for program administration, a contractor for travel services such as ticketing/reservations, a contractor for credit services for charging State agency common carrier accounts, and the State agencies to be serviced.

Executive Branch agencies must use the program except where emergencies or unusual operating conditions arise, or for conference travel when special rates can be obtained only from the organizer. Under these circumstances, State agencies may make alternative arrangements as appropriate. The Legislative and Judicial Branches may, but are not required to, participate in the program. The University of Maryland System has its own travel program and will not participate in the State travel program.

State travel expenditures for common carrier tickets for calendar year 1999 was \$2.3 million. This figure represents 7,400 tickets of which approximately 75% were e-tickets. For informational purposes, a schedule is attached (Attachment E) that reflects agency utilization by approximate common carrier volumes. The State makes no guarantee of volume.

State agencies will deal directly with the travel services contractor for the day-to-day provision of travel services. Typically, State Executive agencies call the travel services contractor to make transportation arrangements. Travel authorization is communicated to the travel services contractor by the traveler in the form of a control number obtained through the control number system established by the State. The travel contractor makes the reservation, in accordance with established State policies, and places it in an automated queue for review by the State's Travel Coordinator in the State Travel Management Office. The State Travel Coordinator reviews reservations for appropriate authorization, billing, delivery location and fare policy. The State Travel Coordinator notes the reservation as OK (or not OK) and places it into the travel contractor's queue for ticket issue. The travel contractor normally delivers tickets and itineraries about two weeks before travel occurs.

Common carrier fees (and service fees if applicable) usually will be charged to State agency business travel accounts established with the credit contractor for the State Travel Program. (Other travel costs such as rental cars, hotels, and meals, are normally paid by the traveler and reimbursed by the State, or charged to a State corporate card.) Agencies pay the credit contractor directly for transportation expenses charged on the agency business travel account. Discrepancies in billing between the travel contractor and State agencies will be adjusted with the State agency concerned and the State Travel Coordinator.

The State intends to continue to use a major corporate credit contractor for payment of common carrier ticket expenses. The current credit contractor is American Express Corporation. State agencies are provided with an agency business travel account(s) for charging common carrier transportation. The selected travel contractor is required to coordinate with the credit services contractor as required for travel contractor start-up, reconciliation of travel and credit reports, and smooth on-going functioning of the State travel program.

2.3 OFFEROR REQUIREMENTS

2.3.1 Policy

It is the States's intent to obtain the lowest reasonable fares and rates possible for authorized official State travel in accordance with State Travel Regulations. (See Attachment F) Any State negotiated travel rates will be utilized whenever logical to do so. Travelers are to be queried as to acceptable times, locations, and conditions of tickets acceptable so that the lowest reasonable fares are identified. Minimal changes that would result in materially lower fares should be reviewed with travelers. The following factors must be considered when making reservations.

- a. Routing: In all cases, the least expensive routing will be recommended to State travelers even if it results in separate tickets. Although lower cost options involving downline changes of carrier shall be offered, the travelers shall be advised of the potential problems associated with carrier changes.
- b. Delays-in-Route: Delays-in-route that will not delay a traveler's arrival at destination by more than two (2) hours actual travel time within the same calendar day travel was begun and that result in a material cost benefit to the State will be recommended to State travelers.
- c. Full Fares: Full fares may be recommended only if no other reduced fares are available. The selected offeror will furnish appropriate documentation for each fare used.
- d. Travel Incentives: Travel incentives, premiums, gifts, awards or prizes offered by airlines and other carriers shall be refused in the interest of obtaining the lowest possible fares. Awards accrued from these programs shall be used for official State travel whenever possible.
- e. Departure Dates: Alternate departure and return dates and times will be proposed to travelers in the interest of obtaining the lowest possible fares. Traveler's preferences shall be the final determination of departure and return dates and times.
- f. Fare Quotes: A fare will be quoted for every reservation and recorded in each passenger name record (PNR). Queues sent to the State travel coordinator shall note refusal of lower reasonable fares.

The contractor will pay to the State agency the difference between the fare charged and the lowest fare available at the time of booking consistent with the State's policy, unless the lowest fare option is refused by the traveler. All refusals shall be documented and reported to the State Travel Management Office.

2.3.2 Services to be Provided

Offerors must respond to each of the minimum requirements listed below and may offer enhancements.

a. Transportation Services

- (1) The contractor shall make reservations, issue and deliver tickets for air, rail, and ship transportation. In addition, the offeror shall make reservations for ground transportation if requested. Air passenger tickets must be issued only from approved ticket stock. The offeror will assure that its procedures conform/accommodate State Travel Regulations and Policies when conducting State business.
- (2) The contractor shall notify passengers of any adjustments for any change(s) in flight, train, or ship schedules. Tickets and billings shall be modified or re-issued to reflect these changes.
- (3) The contractor shall make a timely effort to notify travelers of airport closings, cancelled or delayed flights, trains, or voyages.
- (4) The contractor shall notify passengers of special circumstances related to transportation, e.g., code sharing and ticketless travel arrangements.
- (5) The contractor shall provide to the State reservation and ticketing services normally accorded corporate or private travelers. These services shall include a 24-hour, toll free number available to travelers for emergency itinerary changes and other emergency services outside regular business hours, including prepaid tickets. (NOTE: The contractor shall be responsible for ensuring that any subcontractor providing emergency service complies with all conditions of the contract and that such subcontractor shall have access to appropriate records.) Collect call access does not satisfy this requirement.
- (6) The contractor shall provide advance seat assignment, advance boarding passes, and last seat availability on all airlines for which they can offer these services.
- (7) The contractor shall audit all fares on the date of ticketing. In the event carriers reduce fares, the offeror shall rebook to lower fare if economically feasible and, as necessary, reissue tickets at the lower rate.
- (8) The contractor shall waitlist unavailable non-penalty lower fares on all flights booked by the State. Upon waitlist clearance, tickets shall be re-issued to reflect the lower fares.
- (9) The contractor shall keep a permanent record (hard copy, microfiche, etc.) of all PNRs for at least three (3) years after contract termination.

- (10) Each ticket itinerary issued by the contractor will reference the appropriate State agency account and authorization numbers.
 - (11) A copy of the itinerary for each ticket issued must be provided to all State agency travel coordinators on a monthly basis.
 - (12) The contractor shall maintain profiles on travelers containing information regarding home and business phone numbers, agency account numbers, special meal and seating preferences.
- b. The offerors shall provide the capability to fully coordinate all aspects of cabinet-level employee travel, Governor's overseas trade mission travel, and executive group travel (up to 100 travelers) both domestically and internationally.
- c. International Travel Services: In addition to requirements above, the following shall apply to international travel. The contractor shall:
- (1) Be knowledgeable of, provide advice, and arrange for international travel, including reservations and ticket delivery for air, rail, or ship transportation and reservations for car rental, charter bus services, and hotel/motel accommodations.
 - (2) Provide travelers with advice on necessary health requirements, including types of inoculations and vaccinations either required or suggested for foreign travel.
 - (3) Provide, upon request, information and advice on conditions at the various foreign destinations, including climatic conditions, types of clothing which are appropriate or essential, national and religious holidays, location of American embassies and consulates, etc.
 - (4) Provide technical advise on such matters as foreign currency exchange rates and transactions, securing auto insurance in conjunction with foreign car rentals, excess baggage requirements and fees.
 - (5) Provide passport and visa applications for foreign travel. Any capability the contractor has for obtaining passports/visa for the traveler will be considered an enhancement.
- d. Lodging Services:
- (1) The contractor shall provide lodging reservations; this service shall include initiating and confirming reservations and confirming the rate at which the reservation is made.
 - (2) The contractor shall offer to book lodging at the lowest discounted rate whenever possible. Final selection of accommodations rests with the traveler.

Any exceptions to use of the lowest available rates that are reasonable under the circumstances for lodging must be justified by the State Agency and documented by the contractor.

- (3) The contractor shall have the ability to negotiate rates and book lodging for conventions/meetings.

- e. Rental Vehicle Services: The contractor shall reserve commercial rental vehicles at the lowest rate possible, confirm the rate at which the reservation is made, and include such information on the traveler's itinerary. Vehicle size and operating (mileage) costs must be consistent with the minimum size vehicle needed to achieve the traveler's mission and State's interest in economy. Rental rates established by the State shall be used if they are more economical than rates available to the State through the contractor. In addition, the contractor shall arrange bus charters at the most economical rate.

Any exceptions to use of lowest available rates that are reasonable under the circumstances for rental vehicles must be justified by the State agency and documented by the contractor.

- f. Travelers' Itineraries/Invoices: The contractor shall provide each traveler and the traveler's agency with a complete written trip itinerary/invoice including, but not limited to, the following information:

- (1) Carriers(s);
- (2) Flight, train, and voyage number(s);
- (3) Departure and arrival dates and times for each segment of the trip, seat assignments, meals or other amenities provided;
- (4) Reservation information for ground transportation (e.g., limo service) at destination(s);
- (5) Name, phone number and location of hotel/motels and room rates booked by the contractor at each destination;
- (6) Name and location of rental car agency, rental rates, and car type booked by the contractor at each destination;
- (7) Ticket number, amount billed to agency account, and agency account and authorization numbers;
- (8) Special circumstances related to the travel (e.g., commuter service, unusual hotel cancellation policy, etc.).

g. Ticket Delivery: The contractor shall provide (at a minimum) bi-weekly delivery of paper tickets, itineraries and boarding passes (if applicable), as determined necessary by the client Department, Division, Institution or Office in a sealed envelope addressed to the approved agency contact. There are approximately 125 different possible delivery locations. (A copy of the delivery locations can be made available upon request.) Paper tickets routinely shall be provided not later than five days in advance of scheduled travel date unless the State agency otherwise requests. The contractor may select the method of ticket delivery to each agency; however, the contractor remains responsible for the tickets until they are received and receipted by the agency delivery point. The contractor shall keep a record of ticket deliveries and agency signature receipts for tickets.

h. Management Reports: The contractor shall provide the following management information and reconciliation reports of travel and credit services to the State Travel Management Office. A sample of reporting capability is desirable.

(1) A monthly sales activity report shall be supplied to the State Travel Management Office within fifteen (15) days of the end of the calendar month. This report shall reflect all official sales or booking activity for each State agency. This report is to be reconciled by the offeror with the information supplied to them by the State's credit contractor.

(2) Itemized, semi-annual passenger listing (Cost Savings Report) shall be supplied, in duplicate, for each State agency. These reports will identify the State agency account by name and the agency's Business Travel Account (BTA) number. Indicate how the following information will be presented in report form (provide samples).

(a) State Authorization Number for the travel identified.

(b) The full name of each traveler, carrier, fare basis, and origin and destination points.

(c) Ticket number, BTA account number, and travel dates.

(d) Transportation charges by mode of travel for each trip; the lowest standard full fare for the trip, the lowest fare available, and the actual transportation charge. The difference between actual transportation charge and the lowest standard full fare will also be itemized (identified as cost avoidance).

(e) Refusals by the traveler to accept offeror recommended air or rail arrangements if such a refusal results in greater costs to the State agency.

(3) A semi-annual lodging activity report will be furnished, including agency name, traveler's name, name and location of hotel, number of room nights, and rate charged.

(4) A semi-annual rental vehicle report will be furnished for rental vehicles, including agency

name, traveler's name, car rental company and location, vehicle type, and length of rental. Inclusion of car rental rates will be considered an enhancement.

- (5) Semi-annual summary report by State agency, including total number of transactions and dollars spent on common carrier tickets, hotels, and rental cars. Report will include year to date totals and a comparison of both six-month periods of the State's fiscal year. (See attachment G)
- (6) Monthly report on Service Fees, if any, will be supplied to the State Travel Management office and to each State agency billed in a particular month. Information should include name of agency, traveler's names, common carrier fares, type of tickets, fees charged per ticket and total charges for the month.

The report should be received by the Travel Management Office and the individual State agencies no later than the 15th of each month. These reports will be required to reconcile monthly credit contractor statements.

- i. Computer Terminal: The selected Contractor will supply for the contract duration (on loan) a computer terminal, which will allow for review of the contractor's reservation system and tariffs (see paragraph 2.2). This terminal is to be located in the State Travel Management Office in Annapolis, Maryland. The Contractor will train the State's Travel Manager and two additional staff in use. All costs associated with the terminal such as acquisition, installation, operations, line charges, maintenance, and training are to be borne by the selected contractor.
- j. Management: Offerors must specify who will be the Account Manager for this contract. The Account Manager will cooperate closely with the State Travel Management Office. At each location the successful contractor shall provide a full-time site manager and other personnel who are experienced in arranging domestic and international transportation via all modes and are familiar with lodging establishments and vehicle rental firms. The contractor should outline the degree of dedication and the number of agents to be assigned to the State's account. In addition, these personnel must also be experienced in operating the automated reservation and ticketing equipment to be used in performance of the contract. The site manager shall have at least three (3) years' experience, and other key personnel (including reservation agents) shall have at least one (1) full year's experience in the delivery of volume travel services.
- k. Experience: Offerors are required to demonstrate their successful experience in handling volume corporate travel services. Volume travel services is defined as corporate or governmental accounts with annual billings in excess of \$500,000.
- l. The contractor shall provide at least nine (9) hours of service compatible with the State's working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday. Emergency services outside working hours shall be provided by the offerors through travel access to a 24-hour, toll-free telephone number. The selected offeror will also maintain a toll-free "800" telephone number

for routine contact from State agencies during working hours.

- m. Each offeror shall have Airline Reporting Corporation (ARC), International Air Travel Agent Network (IATAN), and AMTRAK approval, and should furnish proof of accreditation and good standing with their proposal. Offerors shall also indicate their authorization to act as an agent for other rail and ship carriers, and list membership in professional travel organization. Proof of such authorizations and professional memberships should accompany proposals.
- n. The contractor shall have procedures and automated capability to monitor on a continuous basis the quality of travel services, and to ensure the lowest available fare. The contractor must also have automated capability to complete pre-trip audits to ensure that the bookings/fares are adjusted to the lowest available/reasonable fare. A listing of related procedures and capabilities must be furnished with each offeror's proposal. The details of these procedures shall be provided to the State Travel Management Office for review and approval within thirty (30) days of the notice of contract award. Procedures shall include a self-inspection system covering all the services to be performed under the contract and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished the State.
- o. The contractor shall be responsible for implementing the travel program and shall provide full services (as detailed in their proposals) to client State agencies at the beginning of the contract period. Offerors are to include in proposals their detailed implementation plan for establishing State travel services including tasks, schedules, man-hours and State assistance necessary for implementation. State program oversight and coordination will be through the State Travel Management Office. Offerors should be prepared to have program fully implemented by July 1, 2000.
- p. At the end of the contract term, the State requires a smooth and orderly transition between the contractor and any successor contractor to ensure minimum disruption and avoid decline in service to using State agencies. Unless otherwise specified by the State, the contractor shall cooperate and provide to any successor contractor hard copy of all bookings and passenger name records taken on or before the contract expiration date, for travel taking place after the termination of the predecessor contract.

The contractor also shall book all the travel requests it receives prior to the expiration of the contracts regardless of the date of commencement of travel.

- q. State agencies shall be entitled to credit for unused refundable tickets. Refunds shall be processed for unused, downgraded or exchanged tickets and shall be made in the form of a credit refund receipt, with the credit applied to the State agency credit account. The contractor shall process refunds in the same airline reporting corporation period that they are received from the State agency.

2.3.3 General Requirements

- a. PC Microcomputer Diskettes/Tapes: Proposals shall describe offeror capability to provide management report requirements electronically in addition to hard copy.
- b. Information: Offerors shall include plans for delivering training and information for travel services to all affected State agencies wherever they may be located. The contractor must be prepared to print pocketsize pamphlets listing procedures for travelers to use when making travel arrangements. Related printed information for the State traveler must be developed, updated and supplied to the State at the contractor's expense and at the direction of the State Travel Manager throughout the term of the contract. Approximately 4,500 pamphlets will be needed during the length of the contract.
- c. Offerors are to provide the ratio of corporate travel vs. non-corporate travel booked (in terms of dollars) for 1999 and describe their efforts and capabilities dedicated to corporate travel. Offerors are to describe specifically how they will provide for superior corporate travel services and economy. Special offeror services, programs, and rates offered to the State should be explained.
- d. Equipment: The offerors shall specify the location of the facility be utilized and the approximate distance from proposed support facilities to Baltimore and Annapolis, Maryland. The successful offeror's proposed facilities shall be equipped with all office equipment, supplies, tariffs, automated reservation and ticketing equipment, computer systems, communications services, and related items necessary to conduct operations to fulfill the contract requirements. This includes the capability to automatically reconcile common carrier credit reports with the offerors' management/activity reports. Offerors shall include in proposals, in the following format, the number of units of automated access equipment on hand and operational by location/facility proposed.

Manufacturer and

Model

Of Equipment

Number of Units

Function and

Capability

Hours of

Operation

Days of Week

- e. Offerors shall identify and detail the use of any subcontractors within their proposal. If selected, it is the responsibility of the offeror to assure that subcontractors comply with all conditions of the contract (also see paragraphs 1.11 and 1.16).
- f. Each offeror is to furnish at least one (1) bank credit and financial reference to demonstrate to the State that it has the stability and financial capacity to perform the services.
- g. Each offeror is to furnish at least two (2) current corporate and/or government client references that may demonstrate successful experience with corporate/government accounts similar to the State's size and nature and one (1) prior account terminated within the last two years.

2.4 DESIRABLES

Proposals may also include services for:

- ☐ Enhanced ticket/itinerary deliver.
- ☐ Unique or dedicated services beyond RFP requirements.
- ☐ Reduced per ticket fee on groups of 10 or more.
- ☐ Flight insurance.
- ☐ Wholesale/consolidator tickets.
- ☐ Negotiations with vendors in the State's behalf.
- ☐ Passport assistance.
- ☐ Other enhancements.

It is anticipated that such additional services will be enhancements, at no cost to the State.

2.5 STATE SUPPLIED SERVICES REQUIRED

The offeror is to provide a clear statement of anticipated services or other requirements, if any, to be supplied by the State during the contract period.

SECTION 3 - EVALUATION AND SELECTION PROCEDURE

3.1 SELECTION PROCESS

The contract will be awarded on the basis of competitive sealed proposals. The basis of selection will be the evaluation of factors set forth in paragraph 3.2. Technical proposals and financial proposals will be evaluated independently of each other. Technical merit will receive greater weight than financial. Offerors whose technical proposals are evaluated as not susceptible for award may be disqualified at that point and their price proposal may not be opened.

The Procurement Officer may, but is not required to, conduct discussion with responsible offerors submitting acceptable proposals. Offerors must confirm in writing any substantive oral clarifications of their proposals made in the course of discussion. When in the best interest of the State, the Procurement Officer may permit qualified offerors to revise their initial proposals and submit in writing best and final offers.

Upon completion of all discussions, negotiations, reference checks and site visits, the Procurement Officer will recommend award of the contract to the responsible offeror whose proposal is determined to be the most advantageous to the State.

3.2 EVALUATION CRITERIA

The technical evaluation criteria presented below are listed in descending order of significance.

- ☐ Services Offered
- ☐ Management, Organization and staffing
- ☐ Capability and Experience
- ☐ References
- ☐ Financial Stability

As described in COMAR 21.05.01.04, a resident business preference will be given if a responsible offeror whose principal base of operations is in another state submits the most advantageous offer, and the other state gives a preference to its residents through law, policy, or practice, and the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

SECTION 4 – INFORMATION REQUIRED IN VENDORS’ PROPOSALS

4.1 GENERAL

Offerors must submit proposals in two (2) parts:

Volume I - Technical Proposal

Volume II - Financial Proposal

The proposal should address all points outlined in the RFP. It should be clear and precise in response to the information and requirements described in the RFP. A transmittal letter should accompany the proposal.

The sole purpose of this letter is to transmit the proposal; it should be brief and signed by an individual who is authorized to commit the offeror to the services and requirements as stated in the RFP.

4.2 FORMAT OF PROPOSAL

4.2.1 Volume I – Technical Proposal

Each offeror will be required to submit a separate sealed package with an original and five (5) copies of the Technical Proposal. The package should be labeled “Technical Proposal” and bear the name of the offeror and the closing date for proposals on the outside of the package.

Please organize your proposal so that its technical format relates to RFP evaluation criteria and specifications. Also include:

- ☐ Executive Summary
- ☐ Statement of the Problem

Project a clear understanding of the project goals, objectives and requirements of the RFP and the scope of work. Identify related issues which directly or indirectly must be addressed.

- ☐ Proposed Services

Provide a detailed discussion of the company’s service capabilities and approaches to address the requirements outlined in SECTION 2 and additional requirements identified by the offeror, if any. Fully explain how the proposed services will satisfy the requirements of the RFP. Indicate all significant capabilities, tasks, and activities that will be completed to fulfill the scope of work and provide the best service/economy to the State.

- ☐ Experience and Qualifications of Offerers – See 2.3.3 (g)

Provide references from two (2) current clients with volumes and travel similar to the State’s, and one (1) client who terminated services within the past 12 months. All references should include the

company/agency's name, location, dollar volume of annual billings, and the name, title and telephone number of a contact person familiar with the offeror's work.

- Offeror's Financial Stability – See 2.3.3 (f)

The technical proposal must include:

- a. Completed Bid/Proposal Affidavit (Attachment B)
- b. Completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D, Exhibit A)

4.2.2 Volume II – Financial Proposal:

An original (1) and five (5) copies of offeror's response will be placed by offeror in a separate, sealed envelope labeled "financial proposal" and submitted as part of offeror's proposal.

For their financial proposal offerors should submit Attachment H. All prices listed on Attachment H will be fixed prices. The State shall pay no other costs than those specified on Attachment H.

Offerors must provide their fee structure for ticket transactions for all four years of the contract agreement. Failure to provide this information will result in rejection of the offerors proposal.

In order to determine the cost of transaction fees to the State, the evaluation committee will use the ticket volume assumptions shown in Attachment H.1. Attachment H.1 must be completed using the prices quoted on Attachment H, and included in the Financial Proposal.

The State will require by contract the right to inspect contractor's books during the term of the contract and for a period of three (3) years after the date of termination

ATTACHMENTS

In accordance with State Procurement Regulations:

- ATTACHMENT A is the State's contract most terms are required by Maryland law and is not required at proposal submission time. It must be completed by the selected Offerors upon notification of contract award.
- ATTACHMENT B must be completed and submitted with the Technical Proposal.
- ATTACHMENT C is not required at proposal submission time. It must be submitted by the selected Offerors at Contract award time.
- ATTACHMENT D-1 must be submitted with the Technical Proposal.
- ATTACHMENT D-2, D-3, and D-4 must be submitted within 10 working days of : (i) notification that the Offeror is the apparent awardee, or (ii) award of the contract, whichever comes first.
- ATTACHMENT H must be completed, as appropriate, and submitted as the Price Proposal.

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ATTACHMENT A

CONTRACT

THIS CONTRACT is made this _____ day of _____, 2000 by and between _____ and the **STATE OF MARYLAND**, acting through the **MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT**.

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.2 “Department” means the Maryland Department of Budget and Management.
- 1.3 “Financial Proposal” means the Contractor’s Financial Proposal dated _____.
- 1.4 “Procurement Officer” means _____.
- 1.5 “RFP” means the Request for Proposals for _____, No. _____, dated April 11, 2000.
- 1.6 “State” means the State of Maryland.
- 1.7 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

2. Scope of Work

2.1 The Contractor shall provide travel services to units of the Maryland State government. These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A - The RFP.

Exhibit B - The Technical Proposal

Exhibit C - The Financial Proposal

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the Task Order. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

3. Time for Performance.

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services for the period beginning on the date on which the Contract is executed by the Department and ending on June 30, 2002. The State, at its sole option, has the unilateral right to extend the term of the Contract for up to two additional, successive one year calendar year terms.

4. Consideration and Payment

4.1 The Contractor shall be paid for services as described in Attachment H to the RFP. Payment to the Contractor pursuant to this Contract shall not exceed the total sum of \$_____.

4.2 Contractor's fees may be charged to State agency business travel accounts. If payments cannot be so charged, the State agency may request direct billing by the Contractor. For direct billing, the Contractor shall prepare and issue to the appropriate State unit, an itemized invoice which must reflect the Contractor's federal tax identification number, which is_____. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

4.3 In addition to any other available remedies if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer pursuant to this Contract.

5. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

6. Non-Hiring of Employees

No employee of the State of Maryland or any unit thereof whose duties as such employee include matters relating to or affecting the subject matter of this Contract shall, while so employed, become or be an employee of the Contractor.

7. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

8. Maryland Law

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

9. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or

physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

10. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Agreement.

11. Nonavailability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

12. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

13. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

14. Delays and Extensions of Time

The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

15. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

16. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

17. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

18. Political Contribution Disclosure

The Contractor shall comply with the provisions of Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate, \$100,000 or more, shall, file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

19. Retention of Records .

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

20. Compliance with Laws .

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

21. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

22. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of sections 6, and 7 through 21 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

23. Indemnification

23.1 The Contractor shall indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

23.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

23.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

23.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

24. Administrative

24.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Agreement shall be referred to the Procurement Officer for determination.

24.2 Notices. All notices hereunder shall be in writing and either delivered personally or sent certified or registered mail, postage prepaid as follows:

If to the State:

Mr. Larry Williams
Department of Budget and Management
45 Calvert St.
Annapolis, Md. 21401

If to the Contractor:

(To be completed)

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

By:

Date

Witness:_____

MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT

By:

Date

Witness:_____

Approved for form and legal sufficiency this _____ day of _____ 2000.

Assistant Attorney General

Attachment B

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____

and the duly authorized representative of [business] _____

_____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, **except as follows** [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(b) been convicted of any criminal violation of a state or federal antitrust statute;

(c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§ 1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§ 1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;

(f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, **except as follows** [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, **except as follows** [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, **except as follows** [indicate the reason(s) why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by \S 2(b), above;
- (h) Notify its employees in the statement required by \S 2(b), above, that as a condition of continued employment on the contract, the employee shall:
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the Procurement Officer within 10 days after receiving notice under \S 2(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under \S 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
- (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of \S 2(a) - (j), above.

3. If the business is an individual, the individual shall certify and agree as set forth in \S 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

4. I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____
Address: _____

[If not applicable, so state].

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Economic and Employment Development, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide

salesperson or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____

(Authorized Representative
and Affiant)

BPAFF

7/1/99

ATTACHMENT C
COMAR 21.07.01.25
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the

_____ (title)
and the duly authorized representative of

_____ (business)
and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic _____) (foreign _____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: _____

Address: _____

(2) Except as validly contested, the business has paid, or has arranged for payment of , all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, 19____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE:_____

BY:_____

Signature

(Authorized Representative and Affidavit)

Attachment D

STATE OF MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT MINORITY BUSINESS ENTERPRISE PARTICIPATION INSTRUCTIONS AND FORMS

PURPOSE

The Contractor shall structure its procedures for the performance of the work required in the contract to attempt to achieve a 10 percent minority business enterprise (MBE) subcontracting goal as stated in the Request for Proposals. MBE performance must be in accordance with this Attachment, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

DEFINITIONS

As used in this Attachment, the following words have the meanings indicated.

Certification means a determination made by the Department of Transportation that a legal entity is a minority business enterprise.

MBE Liaison is the employee designated to administer the Department=s MBE program.

Minority Business Enterprise or MBE means a legal entity organized to engage in commercial transactions, that is at least 51-percent owned and controlled by one or more minority persons. MBE also includes a nonprofit entity engaged in promoting the interests of persons with physical or mental disabilities. An MBE must be certified in order to participate in the Department=s MBE program.

CONTRACTOR RESPONSIBILITIES

A certified MBE subcontract goal of a minimum of 10 percent of the contract value has been established for this procurement. The Contractor agrees that at least this amount of the contract will be performed by certified MBEs.

If awarded the contract:

A certified MBE prime contractor shall accomplish an amount of work not less than the MBE subcontract goal with its own workforce, certified MBE subcontractors, or both.

A non-MBE prime contractor shall accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.

A prime contractor comprising joint venturers shall accomplish the MBE subcontract goal with the workforce of any certified MBE joint venturer, certified MBE subcontractors, or both.

REQUIREMENTS

An offeror must submit with its response to this solicitation a completed MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the offeror acknowledges the certified MBE participation goal, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the Solicitation process.

Within 10 working days from notification that it is the apparent awardee or within 10 working days following the award, whichever is earlier, the apparent awardee must provide the following documentation to the MBE Liaison. If the apparent awardee fails to return each completed document, the Department may declare the potential award void.

- (1) Outreach Efforts Compliance (Attachment D-2)
- (2) MBE Participation Schedule (Attachment D-3)
- (3) Subcontractor Project Participation Statement (Attachment D-4)
- (4) Any other documentation required by the Department=s MBE Liaison to ascertain offeror responsibility in connection with the certified MBE participation goal.

RECORDS AND REPORTS

Contractor shall:

1. Submit monthly to the Department a reporting listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made. (Attachment D-5).
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. (Attachment D-6).
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual

dollar value of work performed.

4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State=s representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for Department inspection for a period of three years after final completion of the contract.

ATTACHMENTS

- D-1 Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with proposal)
- D-2 Outreach Efforts Compliance (must be submitted by contract awardee within 10 working days of notification of apparent award)
- D-3 MBE Participation Schedule (must be submitted by contract awardee within 10 working days of notification of apparent award)
- D-4 Subcontractor Project Participation Statement (must be submitted by contract awardee within 10 working days of notification of apparent award)
- D-5 Prime Contractor Unpaid MBE Invoice Report
- D-6 Subcontractor Payment Report

ATTACHMENT D-1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION

AFFIDAVIT

In conjunction with the offer submitted in responses to Solicitation No.-DBM 2001-1, I affirm the following:

1. I acknowledge the certified Minority Business Enterprise participation goal of 10% percent and commit to make a good faith effort to achieve this goal.
2. I understand that if I am notified that I am selected for contract award, I must submit the documentation described in Solicitation Attachment D within 10 working days of receiving notice of the potential award. If I fail to do so, I understand any apparent award may be deemed void.
3. In the solicitation of subcontract quotation or offers, Minority Business Enterprise (MBE) subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. The solicitation process was conducted in such a manner so as to otherwise not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Offeror Name

Signature of Affiant

Address

Printed Name, Title and Phone Number

Date

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

ATTACHMENT D-2

OUTREACH EFFORTS COMPLIANCE

STATEMENT

In conjunction with the bid or offer submitted in response to Solicitation No. DBM 2001-1 state the following:

1. Offeror identified opportunities to subcontract in these specific work categories.
2. Attached to this form are copies of written solicitation (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
3. Offeror made the following attempts to contact personally the solicited MBEs.
4. ☐ Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

☐ This project does not involve bonding requirements.

Offeror ☐ DID ☐ DID NOT attend the pre-proposal conference.

☐ No pre-bid conference was held.

Offeror Name

Signature of Affiant

Address

Printed Name, Title and Phone Number

Date

ATTACHMENT D-3

MBE PARTICIPATION SCHEDULE

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	Total Contract Amount \$
List Information For Each Certified MBE Subcontractor On This Project	
A. Minority Firm Name, Address, Phone	MBE Certification Number
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
B. Minority Firm Name, Address, Phone	MBE Certification Number
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
C. Minority Firm Name, Address, Phone	MBE Certification Number
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
D. Minority Firm Name, Address, Phone	MBE Certification Number
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract

Minority Firms Total Dollar Amount \$ _____

Minority Firms Total Percentage _____ %

Any Additional Comments On Separate Paper

List Additional MBE Subcontractors Or Provide

Document Prepared By: _____
Name: _____ Title: _____

ATTACHMENT D-4

SUBCONTRACTOR PROJECT PARTICIPATION

STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE.

Provided that _____ is awarded the State contract in

Prime Contractor Name

conjunction with Solicitation No. DBM 2001-1, it and _____,

MDOT Certification No. _____, intend to enter into a contract by which

Subcontractor shall _____

_____.

(Describe Work)

☐ No bonds are required of Subcontractor.

☐ The following amount and type of bonds are required of Subcontractor.

Prime Contractor Signature

Subcontractor Signature

By: _____
Name, Title and Phone Number

By: _____
Name, Title and Phone Number

Date

Date

ATTACHMENT D-5
MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT
MINORITY BUSINESS ENTERPRISE PARTICIPATION
Prime Contractor Unpaid MBE Invoice Report

To be Completed Monthly by Prime CCme Contractor

Contract # _____

Report _____

Month/Year _____

Report due by 15th of following month.

Contracting Unit _____

Contract Amount _____

MBE Subcontract _____

Amount _____

Contract Begin Date _____

Contract End Date _____

Services Provided _____

Prime Contractor Name _____

Contact Person _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Subcontractor Name _____ Contact Person _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Subcontractor Services Provided _____

List any unpaid invoices over 30 days old received from this vendor and reason for non-payment.

1.

2.

3.

Total Amount Unpaid \$ _____

****If more than one MBE subcontractor is used for this contract, please use separate report forms.**

Return one (1) copy of this form to each of the following addresses:

Contract Monitor

Joel B. Leberknight
Department of Budget & Management

(Contracting Unit)
Maryland Department of Budget & Management

45 Calvert Street
Annapolis, MD 21401

Signature _____

Date _____

ATTACHMENT D-6
MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT
MINORITY BUSINESS ENTERPRISE PARTICIPATION
Subcontractor Payment Report
To be Completed Monthly by MBE Subcontractor

Report _____

Month/Year _____
Report due by 15th of following month.

Contract # _____

Contracting Unit _____
Contract Amount _____
MBE Subcontract _____
Amount _____
Contract Begin Date _____
Contract End Date _____
Services Provided _____

MBE Subcontractor Name _____

MDOT Certification # _____

Contact Person _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Subcontractor Services Provided _____

**List all payments received from Prime Contractor
in the preceding 30 days.**

List dates and amounts of any outstanding invoices.

1. 1.

2. 2.

3. 3.

Total Dollars Paid \$ _____ Total Dollars Unpaid \$ _____

Prime Contractor Name _____ Contact Person _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Return one (1) copy of this form to each of the following addresses:
Contract Monitor

Joel B. Leberknight

**(Contracting Unit)
& Management
Maryland Department of Budget & Management**

Signature _____

Department of Budget

**45 Calvert Street
Annapolis, MD 21401**

Date _____

ATTACHMENT E

CALENDAR YEAR 1999 COMMON CARRIER BILLINGS BY STATE OF MARYLAND AGENCY/DEPARTMENTS

	\$ Billed
Administrative Hearings, Office of	5,761
Aging, Office on	1,092
Agriculture, Department of	31,428
Assessments & Taxation, Department of	5,283
Attorney General, Office of the	24,458
Baltimore City Community College	25,489
Board of Public Works	358
Budget and Management, Department of	23,832
Business and Economic Development, Department of	96,461
Comptroller of the Treasury	62,042
Deaf, Maryland Schools for the	658
Education, Maryland State Department of	109,947
Elections, State Board of	1,834
Emergency Management Agency, Maryland	11,613
Emergency Medical Service Systems, Maryland Institute for	7,410
Environment, Maryland Department of	53,137
Executive Department	53,054
General Services, Department of	1,826
Governor's Office for Individual's w/Disabilities	1,928
Health and Mental Hygiene, Department of	141,911
Higher Education Commission, Maryland	3,053
Housing and Community Development, Department of	40,379
Human Relations, Maryland Commission on	693
Human Resources, Department of	61,328
Local Department of Social Services (23 Locations)	199,316

Insurance Administration, Maryland	37,811
Juvenile Justice, Department of	37,208
	\$ Billed
Labor, Licensing and Regulation, Department of	59,881
Legislative Services, Department of	10,803
Lottery Agency, Maryland State	8,022
Maryland Energy Administration	3,114
Maryland State Police, Department of	187,289
Maryland Veteran's Commission	859
Military Department	7,203
Morgan State University	292,757
Natural Resources, Department of	44,017
People's Counsel, Office of the	2,236
Planning, Maryland Office of	7,686
Prepaid College Trust	937
Property Tax Assessments Appeal Board	101
Prosecutor, Office of the State	867
Public Broadcasting Commission, Maryland	93,516
Public Defender System	11,542
Public Safety and Correctional Services, Department of	17,529
Public Service Commission	13,880
Retirement Agency, Maryland State	15,390
Saint Mary's College of Maryland	80,112
Stadium Authority, Maryland	9,209
Subsequent Injury Fund	432
Supplemental Retirement, Maryland	3,226
Transportation, Maryland Department of	417,757
Treasurer's Office, Maryland State	1,535
Veteran's Home Commission	244

Workers' Compensation Commission	6,083
Workforce Investment Board, Governor's	943
<hr/>	
Total	2,336,480

ATTACHMENT F

TITLE

BOARD OF PUBLIC WORKS

SUBTITLE 02 BUSINESS ADMINISTRATION

23.02.01 Standard Travel Regulations

Authority: State Finance and Procurement Article, § 10-203,
Annotated Code of Maryland

.01 Scope.

A. Unless otherwise provided by law, these regulations apply to all travel for official business undertaken by officials and employees of units of the Executive Branch of the State government, except elected officials and officials and employees of the University of Maryland System.

B. If a contract specifically provides for their application, these regulations may apply to official business travel of persons performing a State contract.

C. These regulations do not apply:

(1) When a line item in the annual State budget specifically identifies an item and amount for exemption.

(2) To State-owned, State-leased, or privately-owned motor vehicles. Reimbursement to employees or officials who use State-owned, State-leased, or privately-owned motor vehicles to conduct official business for the State is within the jurisdiction of the State Fleet Administrator, Department of Budget and Management, and subject to policies issued by the Secretary of Budget and Management.

.02 Definitions.

A. In this chapter the following terms have the meanings indicated.

B. Terms Defined.

(1) "Board" means the Board of Public Works.

(2) "Conferences, conventions, and seminars" means non-routine official business meetings for the purpose of discussing or deciding matters related to the accomplishment of position responsibilities.

(3) "Credit services contractor" means a private entity under contract with the State to extend the State credit for purposes of charging business travel expenses.

(4) "Department" means the Department of Budget and Management.

(5) Employee.

(a) "Employee" means an employee or official of a unit of the Executive branch of State government.

(b) "Employee" does not mean elected officials and officials and employees of the University of Maryland.

(6) "In-State travel" means travel to destinations inside the boundaries of Maryland, and includes the Washington, D.C. area, and travel to attend meetings with the employee's federal regional counterpart in that federal regional district.

(7) "Official business" means the authorized duties performed by an employee or official of the State in the employee's or officer's defined capacity under the duties and responsibilities prescribed by the employment or office.

(8) "Out-of-Country travel" means travel to destinations outside the United States, its territories, and Canada.

(9) Out-of-State travel.

(a) "Out-of-State travel" means travel to destinations outside Maryland and the Washington, D.C. area.

(b) "Out-of-State travel" does not mean travel to meetings with federal regional counterparts in that federal regional district.

(10) "Routine business travel" means authorized travel on a daily basis or periodic basis to a job site other than the employee's assigned office for official business.

(11) "Secretary" means the Secretary of Budget and Management.

(12) "Training" means the same as provided under **COMAR 17.04.10.01**.

(13) "Travel services contractor" means a private business entity under contract with the State to serve as a travel agency for purposes of State employee business travel.

(14) "Travel status" means the condition of a State employee while traveling on State

business. An employee is not in travel status while commuting from home to the employee's assigned office, regardless of the length of time of that commute.

(15) "Unit" means any department or independent agency within the Executive branch of State government.

.03 Policy.

A. These regulations establish a State Travel Management Program, under the jurisdiction of the Secretary, Budget and Management, to help ensure fairness in the application and administration of travel expense reimbursement and to reduce and control the State's costs related to travel.

B. An employee traveling on official business is expected to exercise the same care incurring expenses as would a prudent person traveling for personal reasons. Travel for business should be conducted at a minimum cost for achieving the success of the mission. Travelers shall request reservations as far in advance as possible and shall utilize the lowest logical air/rail fares available. Subject to approval by the unit head, use of business class is allowable when traveling to destinations outside North America, the Caribbean Islands, and the Hawaiian Islands. Travel in first class is not allowable unless documented evidence clearly indicates the travel is in the best interest of the State. An employee may not participate in any promotional plan, such as frequent flyer program, when this participation entails foregoing a more favorable fare rate. Travel awards accrued under a promotional plan as a result of State business travel should be applied to State business travel expenses, whenever feasible. Baltimore Washington International Airport, as the State's preferred airport, should be used whenever convenient and cost effective.

C. State facilities shall be used for in-State meetings whenever available, unless the use of outside facilities is more cost effective, or the agency head certifies that the outside facility is more appropriate to completing the business mission.

D. The Secretary shall establish reimbursement rates, subject to the approval of the Board of Public Works. Expenditures for official travel may be considered as reimbursable only if incurred in accordance with these regulations.

.04 Travel Management Office.

A. The State Travel Management Office is established in the Department of Budget and Management to administer the State Travel Management Program.

B. The State travel manager shall:

- (1) Oversee the operations of the Travel Management Office;
- (2) Monitor contractor performance and unit compliance;

(3) Work with the State units to ensure the effective and efficient operation of the Travel Management Program.

.05 Unit Heads.

A. Unit heads shall:

(1) Be responsible for ensuring compliance with this chapter by providing adequate internal control over employee travel;

(2) Designate an existing employee or employees to serve in a subsidiary capacity as an agency travel coordinator or coordinators within their organization for the purpose of monitoring employee compliance with these regulations and performing other duties listed in Regulation **.06**.

B. Exceptions to using the travel and credit services contractor or contractors shall be approved by the unit head or designee in accordance with Regulation **.08B**, documented by the unit, and forwarded to the Department's Travel Management Office by January 15th and July 15th of each year. Reporting is to cover the periods of July 1 through December 31, and January 1 through June 30 respectively. This section shall be effective upon written notification of the Secretary to the unit head.

.06 State Agency Travel Coordinators.

The agency travel coordinators shall be responsible for:

A. Monitoring employee compliance in accordance with this chapter;

B. Providing assistance to employees concerning questions and problems with travel;

C. Serving as liaison with the Department's Travel Management Office and the travel and credit service contractors.

.07 Secretary.

The Secretary shall be responsible for the:

A. Development and promulgation of the regulations in this chapter, including travel reimbursement rates, with the approval of the Board;

B. Procurement of travel and credit service contracts and rate agreements;

C. Development and administration of travel and credit services contracts and rate agreements;

D. Program monitoring, evaluation, and guidance;

E. Liaison with State units to ensure the effective and efficient operation of the travel management program and compliance with this chapter. This shall include resolving problems and complaints of the units and travel and credit service contractors and providing educational material to agency travel coordinators and employees.

.08 Travel Services Contractor.

A. The Secretary may contract with travel service providers, or with a single provider, to acquire travel services for State employees traveling on official business.

B. Upon written notification of the Secretary to the unit head, employees shall book all airline, railway, and ship travel, all car rentals, and all lodging reservations through the State travel service contractor, except under the following circumstances:

(1) An unusual situation makes it impractical or impossible to use the services of the State travel services contractor;

(2) The State travel services contractor does not serve the area where the employee is located;

(3) Travel arrangements are to be made for the employee by the organizer of a planned conference, convention, or seminar in order to obtain special discounts not available through the travel services contractor.

C. When changes in travel planning require cancellation or revision of common carrier tickets, or car rental or lodging arrangements, the employee shall notify the travel services contractor as soon as possible so that the necessary changes can be made.

.09 Air Travel Accident Insurance.

Air travel insurance is provided through the State Treasurer's Office. Beneficiaries are those designated with the Maryland State Retirement and Pension System. Questions concerning policy coverage or the designation of beneficiaries shall be directed to the State Treasurer's Office.

.10 Travel Authorization.

A. In-State Business Travel. Subject to appropriated funds, routine business travel may be authorized in accordance with appropriate internal approval procedures of the unit responsible for the official State business.

B. Out-of-State or Out-of-Country Business Travel. Subject to appropriated funds, a unit

head or designee may authorize out-of-State and out-of-country travel for official business. Requests for authorization shall be submitted on the Comptroller of the Treasury's GAD Form X-3A, "Individual Request for Out-of-State Travel".

C. Conventions, Conferences, Seminars, or Training Travel.

(1) Subject to appropriated funds, a unit head or designee may authorize in-State travel to conventions, conferences, seminars, or training in accordance with appropriate internal approval procedures. A unit head or designee may authorize out-of-State travel for these purposes using the Comptroller of the Treasury's GAD Form X-3A, "Individual Request for Out-of-State Travel".

(2) Travel out-of-country to conventions, conferences, seminars, or training shall be reported to the Board of Public Works. Requests for authorization for this travel shall be submitted to the Secretary. The Secretary shall submit reports of this travel to the Board of Public Works every 3 months.

.11 Travel Payment and Reimbursement.

A. Each employee's reimbursement request shall include:

(1) The Comptroller of the Treasury's GAD Form X-3A, "Individual Request for Out-of-State Travel", in accordance with Regulation **.10**.

(2) The Comptroller of the Treasury's GAD Form X-5, "State of Maryland Expense Account";

(3) Itemized receipted bills and such other supporting documentation of expenses as may be required by the Comptroller.

B. Payment for Airline and Rail Tickets (Common Carrier). The following conditions shall be effective upon written notification of the Secretary to the unit head:

(1) Units shall pay for employee common carrier tickets issued by the contractor travel service using the credit account number provided by the contractor selected for that purpose by the Department's Travel Management Office. Each unit or appropriate unit division shall be issued one account number and shall be centrally billed by the contractor for all charges. The identity of and access to all unit account numbers shall be restricted by the unit to the essential personnel.

(2) Each unit shall have a written policy and assigned responsibility for obtaining and controlling common carrier tickets, particularly unused portions.

(3) Unused portions of tickets shall be returned by the employee to the designated unit official to obtain credit. The unit official immediately shall return any unused portions of tickets to the

contractual travel agency for credit to be applied.

.12 Reimbursable Expenses.

A. General. The State shall reimburse employees for authorized necessary travel and related expenses incurred by the employee. The State may not reimburse an employee for transportation, lodging, meal expenses, or any other costs incurred by a spouse, child, or other person not essential to the business mission, who accompanies the employee on an official business trip.

B. Taxi, Bus, and Airport Limousine. Taxi, bus, and airport limousine fares incurred while on travel status are reimbursable when traveling to and from the airport, train station, or bus station, or when otherwise incurred while conducting official business. Employees shall use the mode of public transportation that results in the lowest logical cost to the State.

C. Rental Cars.

(1) Subject to approval by the unit head or designee, employees may rent cars while on travel status when other means of transportation are unavailable, more costly, or impractical. The lowest cost vehicle necessary to achieve the traveler's mission shall be reserved. Upon written notification by the Secretary to the unit head, all car rental reservations shall be made through the State travel services contractor, except as provided in Regulation **.08B**.

(2) In addition to the cost of the rental, the employee shall be reimbursed for necessary and reasonable expenses incurred for the following items:

- (a) Gasoline, oil, and emergency repairs;
- (b) Parking;
- (c) Toll charges.

D. Lodging.

(1) This section shall be effective upon written notification by the Secretary to the unit head. Employees shall make all lodging reservations through the State travel services contractor, except as provided in Regulation **.08B**, when official business requires the employee to remain away from home overnight. Field staff employees shall make in-State lodging reservations through the State travel services contractor whenever practical.

(2) Reimbursement shall be in an amount equal to the actual cost of the least expensive available rate for reasonable accommodations based on single occupancy.

(3) In cases of double occupancy by two State employees, each employee shall be reimbursed 50 percent of the total room charge.

(4) In cases of double occupancy when one of the occupants is not on State business, lodging reimbursement shall be on the basis of the least expensive available rate for reasonable accommodations based on single occupancy.

E. Meals.

(1) Meal allowances for employees while in travel status are reimbursable at the rates established by the Secretary.

(2) When an employee is in travel status involving absence from home overnight, all meals are reimbursable.

(3) Reimbursement may not be made for the cost of alcoholic beverages.

(4) The cost of breakfast is reimbursable when an employee in travel status has to leave home on official business 2 hours or more before the beginning time of the employee's place of business. The cost of dinner is reimbursable when an employee in travel status cannot get home within 2 hours after the employee's normal quitting time. In both cases, the 2 hours are in addition to the normal commuting time.

(5) In cases when an employee meets both of the conditions of ' E(4) and is in travel status for the entire day, but not overnight, the employee's lunch also is reimbursable.

(6) Reimbursement for either breakfast or dinner may not be made because of the hour at which an employee is required to leave home, or at which the employee returns home, because of commuting to and from the employee's normal place or places of employment.

(7) When a State institution, as a matter of practice, charges an employee for meals regardless of whether the employee eats a particular meal, and the employee is required to be absent from the institution on official business at mealtime, the employee shall be reimbursed to the extent of the cost of the meal charged to the employee by the institution.

(8) Except as provided in ' E(2), (4), (5), and (7), above, an employee may not be reimbursed for the cost of lunch.

(9) If the registration fee for a conference, convention, seminar, or training meeting includes the cost of meals, the State shall reimburse the employee for the full registration fee. For this meeting, the employee may not request reimbursement for the included meals.

(10) Members of boards and commissions established by statute who do not receive compensation from the State may be reimbursed for actual and necessary meal expenses incurred while on official State business. Reimbursable meal expenses including tips, may not exceed amounts established by the Secretary.

(11) Meal reimbursement above the standard limits is allowable for employees conducting business in high cost areas designated by the Secretary. Employees shall be reimbursed for actual amounts based on receipts, not to exceed limits set by the Secretary.

(12) Meal reimbursement above the standard limits is allowable for employees on travel status outside the United States and its territories upon submission of receipts approved by the unit head or the unit head's designee.

F. Conference Registration Fees. When a registration fee is charged, participating State officials or employees shall be reimbursed upon submission of a receipt.

G. Porter Fees and Hotel Tips.

(1) Porter fees and hotel tips per each bag carried at common carrier depots and hotels respectively are reimbursable at the rates established by the Secretary.

(2) The same per bag tip is reimbursable when checking into and checking out of a hotel.

H. Telephone and Postage Expenses. Telephone and postage expenses incurred in the performance of official duties are allowable.

I. Cleaning Expenses. When an official or employee is required to be on travel status for a period exceeding 5 working days, the cost of necessary laundry, cleaning, and pressing is reimbursable.

J. Expenses for Passports, Visas, and Travelers Checks. If incurred as a result of the performance of official duties, fees for passports, visas, and traveler's checks are reimbursable upon submission of a receipt.

Fare Policy Summary

Objective

- To provide convenient, economical travel services for State employees traveling on official business.

Fare Policy

- Utilize lowest logical fares based on acceptable times, locations, conditions and State Travel Regulations.
- Least expensive routing is to be used.
- Delays-in-route (not more than 2 hours) that result in materially lower costs are to be used. Travelers may accept/request longer delays at their option, however.
- Promotional plans are not to be used when this results in obtaining less favorable fare rates.

ATTACHMENT H
TRANSACTION FEES

A – First Two Years:

- | | | |
|----|---------------|----------------------|
| 1. | E-Tickets | \$_____ (per ticket) |
| 2. | Paper Tickets | \$_____ (per ticket) |

B – Option Year One

- | | | |
|----|---------------|----------------------|
| 1. | E-Tickets | \$_____ (per ticket) |
| 2. | Paper Tickets | \$_____ (per ticket) |

C – Option Year Two

- | | | |
|----|---------------|----------------------|
| 1. | E-Tickets | \$_____ (per ticket) |
| 2. | Paper Tickets | \$_____ (per ticket) |

The State will not pay service fees on non-ARC transactions, voids, exchanges or refunds

ATTACHMENT H-1

TICKET VOLUME ASSUMPTION

		<u>Per Ticket Transaction Fee</u>		<u>Estimated # of Tickets</u>		<u>Estimated Total Costs</u>
A.	<u>First Two Years</u>					
1.	E-Tickets	\$_____	x	11,100	=	\$_____
2.	Paper Tickets	\$_____	x	3,700	=	\$_____
B.	<u>Option Year One</u>					
1.	E-Tickets	\$_____	x	5,920	=	\$_____
2.	Paper Tickets	\$_____	x	1,080	=	\$_____
C.	<u>Option Year Two</u>					
1.	E. Tickets	\$_____	x	6,290	=	\$_____
2.	Paper Tickets	\$_____	x	1,110	=	\$_____
				Total		\$_____

